

<b>REQUEST FOR QUOTATIONS</b> <b>(THIS IS NOT AN ORDER)</b>		THIS RFQ [ X ] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE			PAGE      OF PAGES 1                      16	
1. REQUEST NO. DAKF40-02-T-0106	2. DATE ISSUED 16-Apr-2002	3. REQUISITION/PURCHASE REQUEST NO. PWBRMB-2102-N830	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY INSTALLATION BUSINESS OFFICE CONTRACTING PWBC CONTRACTING BUILDING 3-1632 BUTNER ROAD FORT BRAGG NC 28310-5000			6. DELIVER BY (Date) <div style="text-align: center;"><b>SEE SCHEDULE</b></div>			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) PEGGY A. HARTUNG (910) 396-4897			7. DELIVERY <div style="display: flex; justify-content: space-between;"> <span>[ X ] FOB</span> <span>[ ] OTHER</span> </div> <div style="display: flex; justify-content: space-between;"> <span>DESTINATION</span> <span>(See Schedule)</span> </div>			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) PWBC BUSINESS OFFICE JAMES SEAGROVES / ENGINEER TECH BLDG 3-1631 BUTNER ROAD FORT BRAGG NC 28310-5000  Phone: 910-396-7197      FAX: 910-396-7459			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 22-Apr-2002						
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS No.      (%)		
<b>NOTE: Additional provisions and representations [ ] are [ ] are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

## SECTION Schedule Continuation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Lump Sum		
	MD00011-2P Construct Chain Link Storage area				
	FFP				
	PURCHASE REQUEST NUMBER PWBRMB-2102-N830				

## CLAUSES INCORPORATED BY FULL TEXT

DEPARTMENT OF LABOR WAGE DETERMINATION GENERAL DECISION NO. NC020032 IS APPLICABLE. (SEE TE 1)

EVALUATION FACTORS: QUOTES WILL BE EVALUATED AS TO PRICE, PAST PERFORMANCE, AND CENTRAL CONTRACTOR REGISTRATION (CCR).

PAST PERFORMANCE – ACCEPTABLE PAST PERFORMANCE WILL BE BASED ON EVIDENCE THAT THE CONTRACTOR HAS SATISFACTORILY COMPLETED SAME OR SIMILAR WORK ON SCHEDULE. **SEE LOCAL CLAUSE 52.0000-4063 TITLED “PREAWARD”**

THE ESTIMATED PRICE IS BETWEEN \$25,000.00 AND \$100,000.00

**QUOTATIONS MAY BE FAXED TO 910-396-2674/7527**

SITE VISIT – SEE CLAUSE 52.236-27 I

FAILURE TO VISIT THE JOB SITE WILL NOT DISQUALIFY A QUOTE, HOWEVER, THE PROSPECTIVE CONTRACTOR ACTS AS THEIR OWN RISK AND WILL NOT BE RELIEVED FROM COMPLYING WITH THE TERMS AND CONDITIONS OF ANY RESULTANT CONTRACT BY REASON OF ABOVE

1. GENERAL. The contractor shall furnish all labor, equipment, transportation, and materials necessary to perform all work in strict compliance with these specifications, schedules, applicable and other contract documents.

2. LOCATION: E-4060 off Canopy Lane at Fort Bragg, NC

3. INSPECTION: Inspection will be by the Public Works Business Center (PWBC), Fort Bragg, NC The contractor shall notify James Seagroves (910) 396-7197 at least three days prior to starting work..

4. SPECIAL PROVISIONS:

4.1 Hours of Work: The contractor shall accomplish this work between the hours of 7:30 a., and 4:00 p.m Monday thru Friday. No work will be done on the weekends or federal holidays without the prior written approval of the contracting officer.

4.2 The contractor shall not employ any person who is an employee of the U.S. Government if the employment of that person would create a conflict of interest.

- 4.3 Contractor shall wear distinctive clothing bearing the company's name or wear a badge which contains the company's name and the employee's name clearly displayed at all times while working at Fort Bragg, NC. The contractor shall be responsible for the conduct and appearance of his employees while working at Fort Bragg, NC.
- 4.4 The building will be occupied during accomplishment of work. Interference with and inconvenience to the occupants or routine use of the facility shall be held to an absolute minimum. The contractor is responsible for providing such covering, shields, and barricades as required to protect the facility occupants, furniture, equipment, supplies, etc., from dust, debris, weather intrusion, or other damage resulting from construction.
5. The contractor shall have a complete and approved PWBC excavation permit in his possession prior to any excavation, hole boring or trench work. The contractor shall schedule an appointment with the project inspector, Mr. James Seagroves, to locate utility lines at least 24 hours prior to any excavation, hole boring or trench work. Contact Mr. James Seagroves at (910) 396-7197.
6. The contractor shall cleanup and remove debris daily.
7. The contractor is responsible for a one year warranty on all materials and workmanship.

Project Number MD-00011-2P

8. Scope of Work: The contractor shall furnish all labor, materials, equipment, transportation, tools, supervision and any other items necessary to: To Install 9 each Chain Link Fence Storages Cages

- ( 1 ) The Contractor shall Install 9 each Chain Link Fence Storage Cages.
  - a. Cages shall be out of industrial grade 9 ga. Chain link Fence. Storage cage shall be 10 ft. x 9 ft. and height will range from 10 ft to 12 ft. ( floor to ceiling) with 9 ea. 4 ft. wide x 8 ft high sliding gates enter into a 5 ft. hallway down the center of the room.
  - b. Post will be 2 ½" O.D. for uprights & 1 5/8" O.D. for rails.
  - c. Fencing will be woven in to make a neat at the top so the difference in height is not noticeable.

**Note: Contractor will have to get own measurements.**

FAR CLAUSES INCORPORATED BY REFERENCE:

**FAR CLAUSES**  
REVISED FEBRUARY 2002

52.202-1	Alt I Definitions (Oct 1995) – Alternate I	MAY 2001
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 1999
52.211-14	Notice of Priority Rating For National Defense Use	SEP 1990
52.211-15	Defense Priority And Allocation Requirements	Sep 1990
52.219-6	Notice of Total Small Business Set-Aside	JUL 1996
52.222-3	Convict Labor	AUG 1996

52.222-6 Davis Bacon Act FEB 1995  
 52.222-7 Withholding of Funds FEB 1988  
 52.222-8 Payrolls and Basic Records FEB 1988  
 52.222-9 Apprentices and Trainees FEB 1988  
 52.222-10 Compliance with Copeland Act Requirements FEB 1988  
 52.222-11 Subcontracts (Labor Standards) FEB 1988  
 52.222-12 Contract Termination-Debarment FEB 1988  
 52.222-13 Compliance with Davis-Bacon and Related Act Regulations  
 FEB 1988  
 52.222-14 Disputes Concerning Labor Standards FEB 1988  
 52.222-15 Certification of Eligibility FEB 1988  
 52.222-21 Prohibition of Segregated Facilities FEB 1999  
 52.222-26 Equal Opportunity FEB 1999  
 52.222-27 Affirmative Action Compliance Requirements for Construction FEB 1999  
 52.222-35 Affirmative Action For Workers With Disabilities DEC 2001  
 52.222-37 Employment Reports On Disabled Veterans And Veterans DEC 2001  
 Of The Vietnam Era  
 52.223-3 Hazardous Material Identification And Material Safety Data JAN 1997  
 52.225-5 Buy American Act - Construction Materials FEB 2002  
 52.225-11 Restrictions On Certain Foreign Purchases FEB 2002  
 52.228-11 Pledges of Assets FEB 1992  
 52.228-14 Irrevocable Letter of Credit DEC 1999  
 52.229-2 North Carolina State and Local Sales and Use Tax APR 1984  
 52.232-5 Payments under Fixed-Price Construction Contracts MAY 1997  
 52.232-23 Alt I Assignment of Claims (Jan 1986) - Alternate IAPR 1984  
 52.232-27 Prompt Payment for Construction Contracts FEB 2002  
 52.232-33 Mandatory Information for Electronic Funds Transfer Payment AUG 1996  
 52.232-34 Payment by Electronic Funds Transfer Other than CCR MAY 1999  
 52.232-36 Payment by Third Party MAY 1999  
 52.233-1 Disputes DEC 1998  
 52.233-3 Protest After Award AUG 1996  
 52.236-2 Differing Site Conditions MAY 1999  
 52.236-3 Site Investigation and Conditions Affecting the Work APR 1984  
 52.236-5 Material and Workmanship APR 1984  
 52.236-6 Superintendence by the Contractor APR 1984  
 52.236-7 Permits and Responsibilities NOV 1991  
 52.236-9 Protection of Existing Vegetation, Structures, Equipment, APR 1984  
 Utilities, and Improvements  
 52.236-10 Operations and Storage Areas APR 1984  
 52.236-12 Cleaning Up APR 1984  
 52.236-13 Accident Prevention NOV 1991  
 52.236-14 Availability and Use of Utility Services APR 1984  
 52.236-21 Specifications and Drawings for Construction FEB 1997  
 52.236-26 Preconstruction Conference FEB 1995  
 52.242-14 Suspension of Work APR 1984  
 52.243-5 Changes and Changed Conditions APR 1984  
 52.245-3 Identification of Government-Furnished Property APR 1984  
 52.245-4 Government-Furnished Property (Short Form) APR 1984  
 52.246-12 Inspection of Construction AUG 1996  
 52.246-21 Warranty of Construction MAR 1984  
 52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form)  
 APR 1984  
 52.249-10 Default (Fixed-Price Construction) APR 1984  
 252.201-7000 Contracting Officer's Representative DEC 1991  
 252.204-7001 Commercial And Government Entity (CAGE) Code Reporting AUG 1999

252.204-7003 Control of Government Personnel Work Product APR 1992  
 252.204-7004 Required Central Contractor Registration NOV 2001  
 252.225-7031 Secondary Arab Boycott of Israel JUN 1992  
 252.227-7033 Rights in Shop Drawings APR 1966  
 252.236-7000 Modification Proposals – Price Breakdown DEC 1991  
 252.242-7000 Postaward Conference DEC 1991  
 252.243-7001 Pricing of Contract Modifications DEC 1991

#### 52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

#### 52.000-4006 INVOICES AND PAYMENT - PWBC (OCT 2001)

(a) **Invoices: PROVIDE ORIGINAL AND (3) COPIES OF INVOICE TO PWBC, CMD, ATTN: JAMES SEAGROVES, FORT BRAGG, NC 28310.**

(b) **Payment will be made by: CHOOSE ONE:**

**(1) IMPAC (VISA CREDIT CARD).**

**(2) DFAS (ELECTRONIC FUNDS TRANSFER (EFT)).**

**(End of clause)**

#### 52.000-4012 INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

KIND:

AMOUNT:

Workmen's Compensation and  
Occupational Disease Insurance

Amount required by the State in which this contract is performed

Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage (End of Clause)

## 52.000-4023 PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- (1) Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirements to receive an award of a contract.
- (6) An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

## Three Performance References:

Name : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 \_\_\_\_\_

Name : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_

Description: \_\_\_\_\_  
 \_\_\_\_\_

Name : \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Amount: \_\_\_\_\_ Description: \_\_\_\_\_  
 \_\_\_\_\_

Financial Reference:

Name : \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Account Number: \_\_\_\_\_

(End of Clause)

#### 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

##### (a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

##### (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:\_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

##### (e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);



\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **5** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **15 DAYS THEREAFTER**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$135.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 235990

(2) The small business size standard is **\$11.5 MILLION IN AVERAGE ANNUAL RECEIPTS OVER THE PAST THREE FISCAL YEARS**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees    Avg. Annual Gross Revenues

\_\_\_\_ 50 or fewer    \_\_\_\_ \$1 million or less

\_\_\_\_ 51 - 100    \_\_\_\_ \$1,000,001 - \$2 million

\_\_\_\_ 101 - 250    \_\_\_\_ \$2,000,001 - \$3.5 million

\_\_\_\_ 251 - 500    \_\_\_\_ \$3,500,001 - \$5 million

\_\_\_\_ 501 - 750    \_\_\_\_ \$5,000,001 - \$10 million

\_\_\_\_ 751 - 1,000    \_\_\_\_ \$10,000,001 - \$17 million

\_\_\_\_ 17 million

(End of provision)

## 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the

U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required

to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

**(1) PAYMENT BOND (2) IRREVOCABLE LETTER OF CREDIT (3) ESCROW ACCOUNT**

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within   10   days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by

administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for—**18 APRIL 2002 AT 10 A.M.**

(c) Participants will meet at—**PWBC CONTRACTING OFFICE, CORNER OF BUTNER & RILEY ROAD, BUILDING 3-1632, FORT BRAGG, NC.**